

TRANSMITTAL SLIP		DATE 17 Dec 86
TO: DDA/Registry		
ROOM NO.	BUILDING	
REMARKS: Re: DDA 86-2026X Security advised [] that they love the agreement and intend to implement as soon as possible. Security will prepare a Headquarters Notice announcing implementation of this agreement.		
FROM: Sue, O/EXA/DDA		
ROOM NO.	BUILDING	EXTENSION

DDA SUBJECT FILE COPY

ROUTING AND TRANSMITTAL SLIP

Date

1 Dec 86

TO: (Name, office symbol, room number, building, Agency/Post)	Initials	Date
1. Director of Security		
2.		
3.		
4.		
5.		

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

#1 - FOR YOUR REVIEW AND COMMENT.

SUSPENSE: 12 DECEMBER 1986.

cc: D/Information Technology for info.
D/Logistics for info.

done - sd

2 DEC 1986

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)	Room No.—Bldg.
6	
	Phone No.

5041-102

* U.S.G.P.O.: 1983-421-529/320

OPTIONAL FORM 41 (Rev. 7-76)
Prescribed by GSA
FPMR (41 CFR) 101-11.206

STAT

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Information Security Oversight Office
Washington, DC 20405

86-20261

November 20, 1986

Dear Mr. Donnelly:

The Information Security Oversight Office (ISOO) has issued Standard Form (SF) 189-A, "Classified Information Nondisclosure Agreement (Industrial/Commercial/Non-Government)." This form is an alternative nondisclosure agreement that Government contractor, licensee, and grantee employees, or other non-Government personnel may sign as an alternative to the existing SF 189, "Classified Information Nondisclosure Agreement." Government employees are still required to execute the SF 189 as a condition of access to classified information.

The Department of Defense, and particularly the Defense Investigative Service, recommended the development of this form to meet the needs of executive branch agencies engaged in relationships with contractor, licensee, and grantee employees or other non-Government personnel requiring access to classified information in the performance of their duties. The development of the SF 189-A was coordinated with those agencies that will be primarily affected. The form was also reviewed by the Department of Justice, which determined that the SF 189-A is an enforceable document in possible civil actions brought by the United States, and a suitable alternative to the SF 189 for non-Government personnel only.

To allow user agencies to become familiar with the new form immediately after publication, ISOO had a small stock printed. We enclose 50 copies of the SF 189-A and of the final rule that implements its use. This mailing exhausts our stock. All future

orders must go through regular channels. If you have any questions concerning the use of the SF 189-A that are not addressed in the final rule, please contact me or your ISOO liaison as quickly as possible.

Sincerely,


Steven Garfinkel
Director

Mr. William F. Donnelly
Deputy Director for Administration
Central Intelligence Agency
Washington, DC 20505

Enclosures

Estimated
1986

Friday
November 7, 1986

Part IV

**Information Security
Oversight Office**

32 CFR Part 2003

**National Security Information; Standard
Forms; Final Rule**

INFORMATION SECURITY OVERSIGHT OFFICE**32 CFR Part 2003****National Security Information; Standard Forms****AGENCY:** Information Security Oversight Office (ISOO).**ACTION:** Final rule.

SUMMARY: This amendment to 32 CFR Part 2003 provides for the use of an alternative Classified Information Nondisclosure Agreement to be executed by non-Government personnel as a condition of access to classified information. It also updates other provisions on the use of the nondisclosure agreements.

EFFECTIVE DATE: November 7, 1986.

FOR FURTHER INFORMATION CONTACT: Steven Garfinkel, Director, ISOO. Telephone: (202) 535-7251.

SUPPLEMENTARY INFORMATION: This amendment to 32 CFR Part 2003 is issued pursuant to section 5.2(b)(7) of Executive Order 12356. ISOO has coordinated this amendment with those agencies that will be primarily affected by it.

List of Subjects in 32 CFR Part 2003

Classified information, Executive orders, Information, National security information, Security information.

32 CFR Part 2003 is amended as follows:

PART 2003—NATIONAL SECURITY INFORMATION—STANDARD FORMS

1. The authority citation for 32 CFR Part 2003 continues to read:

Authority: Sec. 5.2(b)(7) of E.O. 12356.

Subpart A—General Provisions

2. Section 2003.3 is revised to read as follows:

§ 2003.3 Waivers.

Except as specifically provided, waivers from the mandatory use of the standard forms prescribed in Subpart B may be granted only by the Director of ISOO. The Director of ISOO will be

responsible for ensuring that all waivers that necessitate changes to a standard form are cleared with the General Services Administration's Information Resources Management Service (41 CFR 201-45.5).

Subpart B—Prescribed Forms

3. Section 2003.20 is revised to read as follows:

§ 2003.20 Classified Information Nondisclosure Agreement: SF 189; Classified Information Nondisclosure Agreement (Industrial/Commercial/Non-Government): SF 189-A.

(a) SF 189 and SF 189-A are nondisclosure agreements between the United States and an individual. An individual is to execute either the SF 189 or the SF 189-A, as appropriate, before the United States Government may authorize that individual access to classified information.

(b) All employees of executive branch departments, and independent agencies or offices must sign SF 189 before being authorized access to classified information.

(c) All Government contractor, licensee, and grantee employees, or other non-Government personnel requiring access to classified information in the performance of their duties, must sign either SF 189 or SF 189-A before being authorized access to classified information.

(d) Agencies may require other persons, who are not included under paragraph (b) or (c) of this section, to execute SF 189 or SF 189-A before receiving access to classified information.

(e) Only the National Security Council may grant a waiver from the use of SF 189 or SF 189-A. To apply for a waiver, an agency must submit its proposed alternative nondisclosure agreement to the Director of ISOO, along with a justification for its use. The Director of ISOO will request a determination about the alternative agreement's enforceability from the Department of Justice prior to making a recommendation to the National Security Council. An agency that has received a waiver from the use of SF 189 need not seek a waiver from the use of

SF 189-A, if the employees of its contractors, licensees and grantees, and other non-Government personnel are required to sign a nondisclosure agreement identical or comparable to the agreement for which a waiver has been granted. (Also see 32 CFR 2003.3 and 41 CFR 201-45.5.)

(f) Each agency must retain its executed copies of SF 189 and SF 189-A in file systems from which the agreements can be expeditiously retrieved in the event that the United States must seek their enforcement. The copies or legally enforceable facsimiles of them must be retained for 50 years following their date of execution. An agency may permit its contractors, licensees and grantees to retain the executed agreements of their employees during the time of employment. Upon the termination of employment, the contractor, licensee or grantee shall deliver the SF 189 or SF 189-A of that employee to the Government agency primarily responsible for his or her classified work.

(g) An authorized representative of a contractor, licensee, grantee, or other non-Government organization, acting on behalf of the United States, may witness the execution of SF 189 or SF 189-A by another non-Government employee, provided that an authorized United States Government official subsequently accepts by signature the SF 189 or SF 189-A on behalf of the United States. Also, an employee of a United States agency may witness the execution of the SF 189 or SF 189-A by an employee, contractor, licensee or grantee of another United States agency, provided that an authorized United States Government official subsequently accepts by signature the SF 189 or SF 189-A on behalf of the United States.

(h) The national stock number for the SF 189 is 7540-01 161-1869. The national stock number for the SF 189-A is 7540-01-237-2597.

Dated: November 4, 1986.

Steven Garfinkel,
Director, Information, Security Oversight
Office

[FR Doc. 86-25135 Filed 11-6-86; 8:45 am]

BILLING CODE 6820-AF-M

**CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT
(INDUSTRIAL/COMMERCIAL/NON-GOVERNMENT)**

AN AGREEMENT BETWEEN

AND THE UNITED STATES

(Name of Individual - Type or print)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is information that is classified under the standards of Executive Order 12356, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised and am aware that direct or indirect unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge such information unless I have officially verified that the recipient has been properly authorized by the United States Government to receive it or I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information that such disclosure is permitted. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
4. I have been advised and am aware that any breach of this Agreement may result in the termination of any security clearances I hold and removal from any position of special confidence and trust requiring such clearances. In addition, I have been advised and am aware that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, and 798, Title 18, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement.
6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I may obtain access by signing this Agreement is now and will forever remain the property of the United States Government. I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials which have, or may have, come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793, Title 18, United States Code, a United States criminal law.
8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse)

10. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available to me Sections 641, 793, 794, and 798, of Title 18, United States Code, the Intelligence Identities Protection Act of 1982, and Executive Order 12356, so that I may read them at this time, if I so choose.

11. I make this Agreement without mental reservation or purpose of evasion.

SIGNATURE	DATE	SOCIAL SECURITY NUMBER (See Notice below)
CONTRACTOR, LICENSEE, GRANTEE OR AGENT NAME, ADDRESS AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER (Type or print)		

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE	DATE	SIGNATURE	DATE
NAME AND ADDRESS (Type or print)		NAME AND ADDRESS (Type or print)	

SECURITY DEBRIEFING ACKNOWLEDGMENT
(The use of this acknowledgment for security debriefings is optional.)

I reaffirm that the provisions of the espionage laws and other Federal criminal laws applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or agency; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a final oral security briefing.

SIGNATURE OF EMPLOYEE	DATE
NAME OF WITNESS (Type or print)	SIGNATURE OF WITNESS

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may result in the denial of your being granted access to classified information.